

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transpec, Inc.		06/21/2007	INC. ASSOCIATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Specialty Manufacturing, Inc.
<b>Street Address:</b>	10200 Pineville Rd.
<b>City:</b>	Pineville
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28134
<b>Entity Type:</b>	INC. ASSOCIATION:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1452045	SAFETY VENT
Registration Number:	1452047	DUAL PURPOSE SAFETY VENT
Registration Number:	1439896	TRIPLE VALUE SAFETY VENT
Registration Number:	2490835	EURO SAFETY VENT
Registration Number:	2515102	POWER SAFETY VENT
Registration Number:	2515103	ECONO SAFETY VENT
Registration Number:	2515104	EURO POWER SAFETY VENT
Registration Number:	2682809	MOTORIZED SAFETY VENT
Registration Number:	2851346	MSV
Registration Number:	2164258	SAFETY STOP
Registration Number:	2299390	SAFETY-STOP
Registration Number:	2453744	SAFETY FLASH
Registration Number:	3022430	SAFETY STOP DRIVER ALERT
Registration Number:	2255315	TRANSPEC WORLDWIDE

CH \$365.00 1452045

CORRESPONDENCE DATA

Fax Number: (202)736-8711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-736-8818  
Email: dfitzgerald@sidley.com  
Correspondent Name: David Fitzgerald  
Address Line 1: Sidley Austin, LLP  
Address Line 2: 1501 K Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	34115-10050
NAME OF SUBMITTER:	David L. Fitzgerald, Reg. No. 47,347
Signature:	/David L. Fitzgerald/
Date:	08/03/2007

Total Attachments: 16  
source=Transpec#page1.tif  
source=Transpec#page2.tif  
source=Transpec#page3.tif  
source=Transpec#page4.tif  
source=Transpec#page5.tif  
source=Transpec#page6.tif  
source=Transpec#page7.tif  
source=Transpec#page8.tif  
source=Transpec#page9.tif  
source=Transpec#page10.tif  
source=Transpec#page11.tif  
source=Transpec#page12.tif  
source=Transpec#page13.tif  
source=Transpec#page14.tif  
source=Transpec#page15.tif  
source=Transpec#page16.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, TRANSPEC, INC. (hereinafter referred to as "ASSIGNOR"), a corporation organized and existing under and by virtue of the laws of the State of Michigan and having its principal place of business at 7205 Sterling Ponds Court, Sterling Heights, Michigan 48312, is the owner of certain United States patents and trademarks listed on Exhibit A hereto;

WHEREAS, SPECIALTY MANUFACTURING, INC., (hereinafter referred to as "ASSIGNEE"), of Pineville, North Carolina, a corporation organized and existing under and by virtue of the laws of Delaware, is desirous of acquiring all rights and interests of ASSIGNOR to and under said United States patents and trademarks as identified in the attached Exhibit A or similar legal protection to be obtained therefor in the United States, its territorial possessions and in any and all countries foreign thereto; and

WHEREAS, ASSIGNOR, and ASSIGNEE, acknowledge that contemporaneous to this Assignment and by separate agreement, TRANSPEC, INC., TRANSPEC INTERNATIONAL, INC., a Michigan corporation, RONALD LAMPARTER and SPECIALTY MANUFACTURING, INC., have entered in an Asset Purchase Agreement by which SPECIALTY MANUFACTURING, INC. agrees to acquire substantially all of the assets of TRANSPEC, INC. and TRANSPEC INTERNATIONAL, INC.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, all of its rights title and interest without representation or warranty to said United States and foreign patents, patent applications, trademarks and trademark applications as identified in the attached Exhibit A, and to any continuation, division, renewal, substitute or reissue thereof, or any legal equivalent thereof, in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International

Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any equivalent foreign body to issue Letters Patent and trademark, or any legal equivalent thereof, to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said United States patents and trademarks as identified in the attached Exhibit A and legal equivalents as may be known and accessible to ASSIGNOR and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said United States patents and trademarks as identified in the attached Exhibit A and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

TRANSREC, INC  
A Michigan corporation

*[Handwritten Signature]*

By: \_\_\_\_\_  
Name: RONALD LAMPARTER  
Title: PRESIDENT

Acknowledged by RONALD LAMPARTER before me on the day of JUNE<sup>21<sup>ST</sup></sup>, 2007.

Signature of Notary: *[Handwritten Signature]*

Printed name of Notary LINDA M. BIERL

Notary public, State of Michigan, County of WAYNE

My commission expires 4/9/12

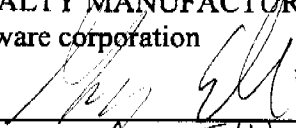
Acting in the County of OAKLAND

LINDA M. BIERL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Apr 9, 2012  
ACTING IN THE COUNTY OF OAKLAND

Signature Page to Assignment of IP Rights

**ASSIGNEE:**

SPECIALTY MANUFACTURING, INC.,  
a Delaware corporation

By:   
Name: Gray Ellison  
Title: President

North Carolina

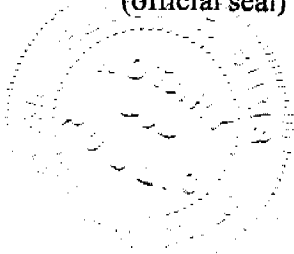
County of MECKLENBURG

I certify that the following person(s) personally appeared before me this day, and; each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

President

Witness my hand and official seal, this 22 day of June, 2007

(official seal)



Betty T. Gums  
Official Signature of Notary

BETTY T. Gums, Notary Public  
Notary's printed name

My commission expires: 12-11-07

**EXHIBIT A**

[(See Attached)]

<b><u>United States Patent No.</u></b>	<b><u>Date of Issuance</u></b>	<b><u>Application Serial No.</u></b>

Exhibit A to Assignment of IP Rights

**PRODUCT LINE: SAFETY VENT**

**PATENT LIST**

Applica/Serial Number	Description	Application Date	60 / PROVISIONAL		20 YRS. Expiration Date
			Patent Issue Date	Patent Number	
	Combined Static / Power Vent				
8920113.8	EPC	05-03-1989	12-30-1992	366,122	
<b>452,352</b>	<b>Vehicle Hatch Mounting Assy.</b>	<b>12-19-1989</b>	<b>10-23-1990</b>	<b>4,964,673</b>	
2,021,961	Canada	12-19-1989	10-23-1990		
212092	Hungary				
1953466	Japan				
21988	Mexico				

**PRODUCT LINE: SAFETY VENT**

**PATENT LIST**

File #	Applica/Serial Number	Description	Application Date	60 / PROVISIONAL		20 YRS. Expiration Date
				Patent Issue Date	Patent Number	
	<b>09-837,100</b>	<b>Motorized Vent and Esc. Hatch Assy</b>	<b>04-18-2001</b>	<b>06-03-2003</b>	<b>B2-6,572,182</b>	
	2,363,615	Canada	11-22-2001	05-10-2005	2,363,615	
	20,078,630	EPO - France, Germany, Italy, UK	03-06-2002	06-21-2006	1,457,375	
	2002-003408	Mexico	04-04-2002	11-17-2005	232,231	
	<b>60-390,375</b>	<b>Vent Assembly w / One Piece Cover</b>	<b>06-21-2002</b>			
	PCT-US-03-19417	International	06-20-2003			
	<b>10-503,190</b>	<b>Vent Assy. W / One Piece Cover (RE: FP3037.003)</b>				
	2,475,982	Canada	06-20-2003			
	Pending	Germany				
	PCT-US2003-19471	Sweden	10-19-2005	02-14-2006	4,012,841	
	<b>10-978,631</b>	<b>C / P Vent Assy. W / One Piece Cover</b>	<b>11-01-2004</b>			

TRADEMARK



File #	Applica/Serial Number	Description	Application Date	Patent Issue Date	Patent Number	Expiration Date
	061722	Actuating Device	05-17-1993	10-18-1994	5,357,239	
	2,114,609	Canada	01-31-1994	09-22-1998	5,357,239	
	08-525119	Illuminating Sign Housing Assembly	09-08-1995	06-09-1997	5,634,287	
	08-525120	Stop Sign Housing w / Lights	09-08-1995	11-18-1997	5,687,500	
	654,680	Sealed Electrical Actuator Assembly	05-29-1996	02-17-1998	5,719,553	
	08-525115	Illuminating Pivotal Sign Assembly	09-08-1995	08-18-1998	5,796,331	
	2,184,976	Canada	09-06-1996			
	09-016,845	Trim Bezel for Illuminating Sign Assembly	01-30-1998	08-08-2002	6,099,933	
	08-709482	Illuminating Sign Assembly	09-06-1996	01-04-2000	6,009,650	
	09-798,149	Fluid Actuator for Hinged Veh. Safety Devices	03-02-2001	08-20-2002	B1-6,435,075	
	10-273,248	Fluid Actuator Rotor for Hinged Veh. Safety Dev.	10-17-2002	03-16-2004	B1-6,705,206	
	2,427,424	Canada	05-01-2003			
	10-287,234	Actuator Device	11-04-2002	07-20-2004	B2-6,765,481	
	10-828,129	Electrical Actuator / Solid State	04-20-2004	02-28-2006	7,005,973	

TRADEMARK

# PRODUCT LINE: SAFETY CROSS

# PATENT LIST

60 / PROVISIONAL 20 YRS.

File #	Applica/Serial Number	Description	Application Date	Patent Issue Date	Patent Number	Expiration Date
	061722	Actuating Device For Gate / Stop Sign	05-17-1993	10-18-1994	5,357,239	
	2,114,609	Canada	01-31-1994	09-22-1998	5,357,239	
	714,283	Crossing Arm Assembly	09-17-1996	01-19-1999	5,860,385	
	08-871,737	Crossing Arm Assy. (Tapered Plastic Rods)	06-09-1997	05-22-2001	6,234,105	
	2237487	Canada				
	09-088,030	Mounting Arrangement for Cross Arm	06-01-1998	07-03-2001	6,254,151	
		Assignment from Ron L to Transpec, Inc. Recordation not yet complete				
	10-649,032	Crossing Control Arm Assembly	08-27-2002	10-04-2005	6,951,184	
	60-406,452	Integrated Crossing Arm Assembly	08-27-2002	10-04-2005	6,951,184	

# MISC. OTHER

# PATENT LIST

60 / PROVISIONAL 20 YRS.

File #	Applica/Serial Number	Description	Application Date	Patent Issue Date	Patent Number	Expiration Date
	530,071	Vehicle Entrance Ramp	02-19-1987	06-04-1991	1,284,564	
		Canada				
	597,986	Vehicle Entrance Ramp (Hood)	04-27-1989	05-26-1992	1,301,807	
		Canada				
	10-389,193	Modular System	3-14-2003	None	None	
		Applicant: Ron L. : Application Rejected: Response due by 9/22/2007				
	10-389,193	Modular System	3-15-2002			
	PCT-US03-07702	Canada				

TRADEMARK

03744661.4	EPO		
PA-a-2004-008968	Mexico	09-15-2004	
EP1487312	European Union	03-14-2003	
AU 2003/225773	Australia	03-14-2003	
	Ron L. US Application Expired: This related Case is still active.		
	Ron L. US Application Expired: This related Case is still active.		

**PRODUCT LINE: SAFETY VENT**

**TRADEMARK LIST**

File #	Number	Description	Issue Date	TM Registration Number	TM Registration Issue Date	Expiration Date
	609,949	"Safety Vent"	07-17-1986			
	575,965	Canada	01-09-1987	1,452,045	08-11-1987	
		Brazil	12-17-1986	341,669	06-17-1988	
		Germany				
	1,365,425	Great Britain		813,152,534	04-24-1990	
	612,407	"Dual Purpose Safety Vent"	07-31-1986			
				1,452,047	08-11-1987	
	612,270	"Triple Value Safety Vent"	07-31-1986			
				1,439,896	05-19-1987	
		"Euro Safety Vent" (Intent to use)				
	1,052,402	Canada	03-27-2000			
	1,544,014	ECT	03-01-2000	Pending	11-28-2002	
				1,544,014	01-23-2003	
	76-159,299	"Euro Safety Vent" (Intent to Use)	06-26-2001			
				2,490,835	09-18-2001	
	76-205,181	"Power Safety Vent"	02-06-2001			
	1,104,444	Canada	05-28-2001	2,515,102	12-04-2001	
	90,017,094	Taiwan	05-04-2001	TMA-578,440	03-27-2003	
				1,013,131	09-01-2002	
	76-205,182	"Econo Safety Vent"	02-06-2001			
	1,103,489	Canada	05-18-2001	2,515,103	12-04-2001	

TRADEMARK

734,714	Mexico	02-26-2002	TMA-578,353	03-27-2003
90,017,095	Taiwan	05-04-2001	Pending	
76-205,185	"Euro Power Safety Vent"	02-06-2001	1,013,132	09-01-2002
301 35 886.9-12	Germany	06-12-2001	2,515,104	12-04-2001
			30,135,886	09-10-2001

**PRODUCT LINE: SAFETY VENT**

**TRADEMARK LIST**

"Registered in U.S. Patent & T/M Office" or ®

File #	Serial Number	Description	Serial No. Issue Date	TM Registration Number	TM Registration Issue Date	Expiration Date
	76-326,906	"Motorized Safety Vent"	10-18-2001	2,682,809	02-04-2003	
	76-326,921	"MSV"	10-18-2001			
	1130102	Canada-Motorized Safety Vent	02-05-2002	2,851,346	06-08-2004	
	1130099	Canada - MSV	02-05-2002	595,848	11-26-2003	
				598,040	12-18-2003	

**PRODUCT LINE: SAFETY STOP**

**TRADEMARK LIST**

"Registered in U.S. Patent & T/M Office" or ®

File #	Serial Number	Description	Serial No. Issue Date	TM Registration Number	TM Registration Issue Date	Expiration Date
	74-636777	"Safety Stop"	02-21-1995			
	7,856,660	Canada	06-20-1995	2,164,258	06-09-1998	
	75-427,7759	Safety Stop w/ Stylized Stop Sign	02-02-1998	TMA-479555	08-05-1997	
	75-627,070	"Safety Flash"	01-26-1999	2,299,390	12-14-1999	
	1,017,046	Safety Flash Trademark	05-27-1999	2,453,744	05-22-2001	
	1,052,402	Canada	03-27-2000	TMA-546,784	06-19-2001	
				TMA-562,069	05-15-2002	

TRADEMARK

	<b>76-552,028</b>	<b>"Safety Stop - Driver Alert"</b>	<b>10-15-2003</b>	
	1,209,685	Canada	12-23-2004	<b>3,022,430</b>
	3,897,683	(ECT Transpec) TRANSPEC European T /	06-23-2004	640,650
				05-27-2005

## TRADEMARKS

"Registered in U.S. Patent & T/M Office" or ®

File #	Serial Number	Description	Serial No. Issue Date	TM Registration Number	TM Registration Issue Date	Expiration Date
		"Transpec"				
	T24343-12WZ	Germany	03-20-1985	1,087,731	02-10-1986	
	1,365,425	Great Britain		1,299,771	04-10-1989	
	<b>75-445,474</b>	<b>"Transpec Worldwide"</b>	<b>03-04-1998</b>			
	887,371	Canada	08-12-1998	<b>2,255,315</b>	<b>06-22-1999</b>	
	98,400,001,974	China		TMA-537,642	11-23-2000	
	920,918	ETC	09-02-1998	1,281,927	06-07-1999	
				920,912	12-16-1999	

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, RONALD LAMPARTER (hereinafter referred to as "ASSIGNOR"), of 665 Lakeshore Drive, Gross Pointe Shores, Michigan 48236, owns certain United States patents as identified in the attached Exhibit A;

WHEREAS, TRANSPEC, INC., (hereinafter referred to as "ASSIGNEE"), a corporation organized and existing under and by virtue of the laws of Michigan and having its principal place of business at 7205 Sterling Ponds Court, Sterling Heights, Michigan 48312, is desirous of acquiring the full and exclusive right, title and interest in, to and under said United States patents as identified in the attached Exhibit A or similar legal protection to be obtained therefor in the United States, its territorial possessions and in any and all countries foreign thereto; and

WHEREAS, ASSIGNOR, and ASSIGNEE, acknowledge that contemporaneous to this Assignment and by separate agreement, TRANSPEC, INC. will also assign the full and exclusive right, title and interest in, to and under said United States patents as identified in the attached Exhibit A and in, to and under any Patent or similar legal protection to be obtained therefor in the United States, its territorial possessions and in any and all countries foreign thereto to SPECIALTY MANUFACTURING, INC., a Delaware corporation.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, all right, title and interest that ASSIGNOR may have, without any representation or warranty to said United States and foreign patents and patent applications as identified in the attached Exhibit A, and to any continuation, division, renewal, substitute or reissue thereof, or any legal equivalent thereof, in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and

Trademarks or any equivalent foreign body to issue Letters Patent, or any legal equivalent thereof, to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said United States patents as identified in the attached Exhibit A and legal equivalents as may be known and accessible to ASSIGNOR and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said United States patents as identified in the attached Exhibit A and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

RONALD LAMPARTER

By: [Signature]  
Name:

Acknowledged by RONALD LAMPARTER before me on the day of JUNE, 2007.

Signature of Notary: [Signature]

Printed name of Notary LINDA M. BIERL

Notary public, State of Michigan, County of WAYNE

My commission expires 4/9/12

Acting in the County of OAKLAND

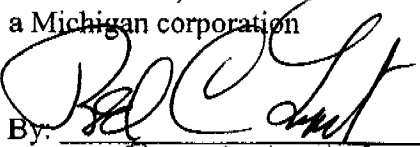
LINDA M. BIERL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Apr 9, 2012  
ACTING IN THE COUNTY OF OAKLAND

Signature Page to Assignment of IP Rights



ASSIGNEE:

TRANSPEC, INC.  
a Michigan corporation

By: 

Name: RONALD LAMPARTER

Title: PRESIDENT  
21ST

Acknowledged by RONALD LAMPARTER before me on the day of JUNE, 2007.

Signature of Notary: 

Printed name of Notary LINDA M. BEER

Notary public, State of Michigan, County of WAYNE

My commission expires 4/9/2012

Acting in the County of OAKLAND

**LINDA M. BEER**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Apr 9, 2012  
ACTING IN THE COUNTY OF

**EXHIBIT A**

<b><u>United States Patent No.</u></b>	<b><u>Date of Issuance</u></b>	<b><u>Application Serial No.</u></b>
6,254,151	07-03-2001	09-088,030
None	None	10-389,193
New	None	EP1487312
New	None	AU 2003/225773

Exhibit A to Assignment of IP Rights